

REAFFIRMATION AGREEMENT

Debtor 1: Stephen

DiBernardo

Bankruptcy Case Number: 04-21879

Debtor 2:

Petition Filed: 9/16/04

Creditor: FirstMerit Bank  
III Cascade Plaza, CAS 36  
Akron, Ohio 44308-1103

Judge: Pat E. Morgenstern-Clarren

Chapter: 7

Account Number: 3733826

Serial Number:

Property Description: 1999 Ford Escort

Balance Due: \$2,407.12

The amount reaffirmed is **\$2,407.12** plus interest rate **9.24** fixed set forth in the Promissory Note, Contract or account, all of which are payable at the rate of **\$147.43** per month until fully paid, beginning on **11/4/04** and due on the same day of each month thereafter except the final installment payment which shall be the balance remaining. The account is current. Current arrearages of **\$0.00** shall be paid.

If the undersigned rescinds this Reaffirmation Agreement, all payments made thereunder shall be retained by FirstMerit FNB as adequate protection of its collateral or as voluntary payments on their indebtedness to FirstMerit FNB.

Except as expressly set forth herein, the above mentioned indebtedness is hereby reinstated in all aspects, including, but not limited to, variable payment and interest provisions.

If the undersigned rescinds this agreement, FirstMerit FNB shall be entitled to all remedies available to it, including but not limited to, taking possession of its collateral securing obligation, if any.

The undersigned Chapter Debtor(s), indebted to FirstMerit FNB as evidence by Promissory Note, Contract or Account, hereby reaffirms the Promissory Note, Contract or Account.

DEBTORS MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO DISCHARGE OR WITHIN SIXTY DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER IS LATER, BY GIVING NOTICE OF THE RESCISON TO THE CREDITOR. DEBTORS ARE HEREBY ADVISED THAT REAFFIRMATION AGREEMENTS ARE VOLUNTARY, AND ARE NOT REQUIRED BY BANKRUPTCY LAW, OTHER FEDERAL LAW, OHIO LAW, NOR BY ANY PRIOR AGREEMENT WITH FIRSTMERIT FNB.

The undersigned acknowledges they have read and understand this agreement made at **Cleveland** on **9/28/04**

Debtor 1:

Creditor:

Stephen

DiBernardo

Trishia Kuenzer

FirstMerit FNB

Debtor 2:

"RECEIVED"

OCT 25 2004

FirstMerit Bank, N.A.  
Bankruptcy Dept.

DECLARATION OF ATTORNEY FOR DEBTORS  
A REAFFIRMATION IS NOT REQUIRED.

THE UNDERSIGNED ATTORNEY AT LAW HEREBY DECLARES THAT THE ATTORNEY HAS DISCUSSED FULLY THE RAMIFICATIONS OF THIS REAFFIRMATION WITH DEBTOR(S). THE UNDERSIGNED HAS REPRESENTED THE DEBTOR(S) DURING THE COURSE OF NEGOTIATING AN AGREEMENT UNDER 11 U.S.C. SECTION 524(C), AND FURTHER STATES THAT THE FOREGOING AGREEMENT, (A) REPRESENTS A FULLY INFORMED AND VOLUNTARY AGREEMENT BY THE DEBTOR(S), AND (B) DOES NOT IMPOSE UNDUE HARDSHIP ON THE DEBTOR(S), OR DEPENDENT(S) OF THE DEBTOR(S), AND (C) HAS BEEN ENTERED INTO ONLY AFTER THE ATTORNEY HAS FULLY ADVISED THE DEBTOR(S) OF THE LEGAL EFFECT AND CONSEQUENCES OF THIS REAFFIRMATION AGREEMENT, INCLUDING, BUT NOT LIMITED TO A SUBSEQUENT DEFAULT THEREOF.

Attorney for Petitioner(s)